



## INSTRUCTION INDEMNITY AGREEMENT

To: JMMB Bank (T&T) Limited

In consideration of JMMB Bank (T&T) Limited (JMMB Bank) agreeing to accept Letters of Instruction (whether notice, demand or other communication) from Me/Us from time to time via **attachment to email**, that is, the sending of transmissions electronically (between computers via telephone or other media), and **facsimile transmission** (that is, the sending of transmissions between fax machines via the telephone network), as specified in Appendix A to this Instruction Indemnity (hereafter referred to as "Appendix A") for the operation of My/Our account/s with JMMB Bank and without requiring the original signature or letter of instruction to be obtained (all called "Electronic Letters of Instruction").

I/We agree as follows:

1. I/We shall provide JMMB Bank with (a) an executed original statement in the form of Appendix A; and (b) such other documentation as JMMB Bank may request evidencing that this authorization and all related documents have been properly authorized and are in conformity with any other rules, regulations or laws to which I/We may be subject (hereinafter referred to as the "Authorization Documentation" or "authorization").

Appendix A, this Instruction Indemnity Agreement, and the Authorization Documents shall be together referred to as "the Instruction Indemnity".

2. I/We may, from time to time, add or remove accounts under the Instruction Indemnity by delivering to JMMB Bank an executed original statement during business hours in the form of Appendix A, which shall be effective *no later than the second business day* after such receipt by JMMB Bank and shall not affect JMMB Bank's actions or omissions prior to such effective date.
3. I/We shall strictly limit information about the contents of this Instruction Indemnity (where applicable) to My/Our officers and employees who need to know, and to use My/Our best effort to ensure that such officers and employees at all times treat the contents hereof with strict confidentiality in order to maintain the security of the procedures established hereby. I/We shall immediately notify JMMB Bank of any breach or suspected breach or compromise of the security established hereby.
4. Subject to section 7 below: (a) as long as JMMB Bank acts in accordance with the Instruction Indemnity, JMMB Bank shall have no further duty to verify the content of any instruction or communication or the identity of the sender or confirmer thereof and I/We expressly agree to be bound by any instructions and communications contained therein, whether or not authorized and regardless of the circumstances prevailing at the

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Client's Initial \_\_\_\_\_



time of the same, sent in My/Our name and accepted by JMMB Bank; and (b) JMMB Bank is authorized to rely on and act in accordance with this Instruction Indemnity, including without limitation, instructions to pay money or otherwise debit or credit any account, or relating to the disposition or transfer of any money.

5. That in the case of joint account holders where the signing instructions on the joint account are for “anyone to sign”, that is, any one of the joint account holders may sign: (a) the execution of the Instruction Indemnity by one account holder authorizes any/ all other joint account holder(s) to give Electronic Letters of Instruction, without the need for that joint account holder(s) to execute the Instruction Indemnity; and (b) notice of the terms of this Instruction Indemnity to one joint account holder is deemed to be notice to any/all other joint account holder(s), and all joint account holders will be bound by the terms of this Instruction Indemnity and any Instructions given in relation to the joint account pursuant thereto. I/We undertake to inform all joint account holder(s) of the execution of this Instruction Indemnity and the terms contained herein.
6. I/We acknowledge that in the case of a joint account where the signing instructions on the account are NOT for “anyone to sign”, that is two (2) or more persons must sign or there are special signing instructions, all parties to that account must execute the Instruction Indemnity.
7. Electronic Letters of Instruction shall be subject to JMMB Bank’s call back procedure. I/We confirm that the person(s) and contact information identified in Appendix A for this purpose is(are) the only person(s) authorized to confirm instructions via the call back process, and the telephone numbers and fax numbers prescribed are the only telephone numbers and fax numbers to be used in the said process. I/We accept and agree that if JMMB Bank uses best efforts to conduct a call back, *but are unable to do so after two attempts, due to my/our unavailability or otherwise*, JMMB Bank is not bound to complete the instruction received via Electronic Letters of Instruction and the indemnities outlined herein apply to any loss or damage or potential loss or damage related to the non-completion of the instruction.
8. JMMB Bank may in its absolute discretion, decline to act on or in accordance with the whole or part of any Electronic Letter of Instruction pending further enquiry or further confirmation (whether written or otherwise) by me/us, so however that JMMB Bank shall not be under any obligation to so decline in any case, and JMMB Bank shall in no event or circumstance be liable in any respect for not so declining.



9. I/We acknowledge that instructions given in accordance with this Instruction Indemnity will not apply to the following types of transactions:
- (i) Changing signing instructions on accounts;
  - (ii) Adding persons to existing accounts.
10. I/We hereby irrevocably agree that as long as JMMB Bank acts in compliance with the Instruction Indemnity, I/We shall at all times keep JMMB Bank fully indemnified and shall at all times hold JMMB Bank free and harmless from and against any and all responsibility for, and any and all costs, claims, actions, proceedings, demand, losses, diminution in value of property, damages, expenses or liabilities incurred or sustained by JMMB Bank of any nature whatsoever (including direct or indirect losses and whether remote or not) and howsoever arising out of or in connection with the Instruction Indemnity resulting from JMMB Bank having acted in accordance with the whole or any part of the Instruction Indemnity and any Electronic Letter of Instruction received hereunder or having exercised (or failed to exercise) the discretion conferred upon JMMB Bank in Clause 4, Clause 8 and otherwise herein together with any and all attendant costs and expenses including JMMB Bank's reasonable legal fees and expenses, (collectively referred to as "Losses"). I/We irrevocably hereby agree, upon demand to fully indemnify and hold JMMB Bank free and harmless from and against any and all Losses and on demand to pay such amounts to JMMB Bank. This paragraph shall survive the termination or invalidity of this authorization or any portion hereof.
11. This Instruction Indemnity may be terminated by either party hereto upon ten (10) days prior written notice delivered during business hours to the other, provided, however, that this authorization may be terminated by JMMB Bank immediately without notice in the event JMMB Bank deems the security of the Instruction Indemnity established hereby has been materially compromised or breached; and provided always that termination by JMMB Bank or me/us shall not affect JMMB Bank's rights or release me/us from my/our obligations, including without limitation, to indemnify JMMB Bank, with respect to any Instructions received by JMMB Bank prior to termination.
12. The unenforceability or invalidity of any provision of this authorization shall not render any other provision unenforceable or invalid. This Instruction Indemnity may not be amended except in writing executed by Me/Us and accepted by JMMB Bank. Any notices provided for herein, shall be in writing, and shall be deemed to have been given when delivered personally, or when deposited in the mail, certified, postage prepaid, or sent by authenticated telecommunications, to the addresses provided below. I/We understand that any policy changes by JMMB Bank in relation to this Instructions Indemnity shall be communicated to Me/Us through the current means by which JMMB Bank conveys information to Me/Us and I/We hereby agree that such information once dispatched shall be deemed read by Me/Us.



13. I/We hereby acknowledge that where an Electronic Letter of Instruction is later duplicated by original instruction, JMMB Bank will, if the Electronic Letter of Instruction has not yet been effected, conduct call back procedures in accordance with clause 7 hereof to confirm which instruction shall stand.
14. If JMMB Bank acts on an Electronic Letter of Instruction, and there is a contradiction in an original letter of instruction which follows, I/We acknowledge that JMMB Bank shall not bear any losses or damage resulting from acting on the Electronic Letter of Instruction and I/We hereby agree to indemnify JMMB Bank against all losses, liabilities, claims or damages which may arise out of JMMB Bank acting on the same. I/We further acknowledge that where an Electronic Letter of Instruction is followed by contradictory instructions in original form, JMMB Bank will not be liable for acting on both sets of instructions if it is later resolved that one of the instructions was inaccurate, and I/We acknowledge that JMMB Bank shall not bear any losses or damage resulting from acting on both sets of instructions and I/We hereby agree to indemnify JMMB Bank against all losses, liabilities, claims or damages which may arise out of JMMB Bank acting on the contradicting instructions.
15. This authorization shall in all respects be construed with and governed by the laws of Trinidad and Tobago.
16. This Instruction Indemnity supersedes all other instructions whether on the account opening forms or otherwise.

Client Name (Primary)	Client Name (Joint)
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ID Type/No.	ID Type/No.
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Client Signature      Date <b>COMPANY</b> <b>STAMP</b>	Client Signature      Date Accepted by: JMMB Bank (T&T) Limited
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Date _____ / _____ / _____	Authorized Signature	Date
mm                  year		dd

**APPENDIX A**

Client's Initial \_\_\_\_\_



This Instructions Indemnity Agreement covers Instructions sent to JMMB Bank via: E-mail from the following email address: ( \_\_\_\_\_ ) ONLY and Facsimile transmission from the following fax number: ( \_\_\_\_\_ ) ONLY.

The accounts listed below are to be included in/removed from this Instructions Indemnity:

Account No.	Account Name	Client Name

Call back confirmations:

The following persons are authorized to issue call back confirmations through the following telephone numbers:

- 1. Name: \_\_\_\_\_ Telephone number: \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Telephone number: \_\_\_\_\_

JMMB Bank is hereby requested and authorized but is not obliged to rely upon and act in accordance with Instructions (whether notice, demand or other communication) transmitted via the medium specified above from the persons listed below, without JMMB Bank having to inquire as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of such Instructions:

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Client Name (Primary)

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Client Name (Joint)

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ID Type/No.

-----  
ID Type/No.

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Client Signature      Date

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Client Signature      Date

<b>COMPANY STAMP</b>
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Accepted by:  
JMMB Bank (T&T) Limited

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Authorized Signature

Date

Date    \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_    dd  
  mm                     year

Client's Initial \_\_\_\_\_